

## ANZ Australian Staff Superannuation Scheme

# Application to reinstate insurance cover

## About this form

Please use this form to apply to reinstate your insurance cover, where your cover was cancelled on or after 1 July 2019 in accordance with the requirements of the "Protecting Your Super" legislation.

If your cover was cancelled on or after 1 July 2019 because your account was inactive for a continuous period of 16 months and you do not have cover on and from 2 July 2019 or a later date, you may apply for your cancelled cover to be reinstated without providing medical evidence or a full personal statement provided that the Trustee receives your completed form within 60 days of your cover being cancelled.

If your application is accepted by the Insurer:

- your insurance cover will be reinstated from the date cover was last cancelled, and ANZ Staff Super will advise you in writing; and
- the premium for the reinstated cover must be paid at the end of the month in which your cover is reinstated. If there are insufficient funds to pay the required premium on that date, your cover may be cancelled again with notice in accordance with the usual cover cancellation process.

This election will not affect your rights to cancel or apply to change your insurance cover in future.

## If you need help

For assistance call ANZ Staff Super on **1800 000 086**.

### Step 1 – My account details

Please print in black or blue pen, in uppercase, one character per box.



Fund name

**ANZ Australian Staff Superannuation Scheme**

Title Mr  Mrs  Ms  Miss  Other

Date of birth  /  /

Given names

Surname

Postal address

Suburb

State

Postcode

Daytime Telephone

 - 

Mobile

 - 

E-mail

Membership number

Membership Section:

Employee Section  Employee Section C  Personal Section  Partner Section

## Step 2 – Application to reinstate insurance cover

I request reinstatement of my insurance cover which was cancelled on or after 1 July 2019 at the same level and on the same terms from the date it was cancelled so there will be no gap in my insurance cover.

### At work certification

Please select 'yes' if the statement is true and correct on the date cover is to recommence.

Please select 'no' if the statement is not true and correct on the date cover is to recommence.

1. I was engaged in an occupation or work for reward or financial benefit, whether full time or part time or whether on a permanent or temporary basis.  Yes  No
2. I was:  
(i) actively performing all the duties and work hours of my usual occupation, without restriction or limitation due to illness or injury; OR  Yes  No  
(ii) on employer-approved leave, which was not taken for reasons related to illness or injury and I was capable of performing all the duties and work hours of my usual occupation, without restriction or limitation due to illness or injury.
3. I was not in receipt of, or entitled to claim, income support benefits from any source, including but not limited to workers' compensation benefits, statutory motor accident benefits or disability income benefits (including government disability income support benefits of any kind).  Yes  No

I understand that if any of my answers to any one or more of the questions 1 to 3 above is/are 'no', my reinstated cover will be New Events Cover until my answers to all of the questions 1 to 3 above are 'yes' for 30 consecutive days.

I understand that New Events Cover means I am only insured for claims arising from an illness which first becomes apparent to me, or from an injury that occurs to me, on or after the date my cover recommences under the relevant policy.

## Step 3 – Member declaration

- I have read and understood the Product Disclosure Statement for my membership section and I acknowledge that I have received all information I require to apply to reinstate my insurance cover.
- I understand my duty to take reasonable care and the remedies available to the Insurer if I fail to comply with duty to take reasonable care under the *Insurance Contracts Act 1984*. I understand that duty to take reasonable care continues after I have completed this application until I am notified in writing that my application has been accepted.
- My insurance cover was cancelled due to the requirements of the "Protecting Your Super" legislation. My insurance cover would not have been cancelled otherwise.
- I have read and carefully considered the questions in this form and the above statements and information are true and correct. I acknowledge responsibility for their completion and accuracy whether this form was completed by me or by another person on my behalf.
- I acknowledge and understand that:
  - this form will be declined if:
    - the Trustee receives it more than 60 days after my insurance cover was cancelled; or
    - I do not complete this form correctly and in full (e.g. if you do not provide answer to all of the questions, or if you do not sign or date the form);
  - if this form is declined by the Insurer:
    - the Insurer's standard underwriting rules will apply. This means, even if I may be able to apply for cover, I will need to provide medical evidence with my application;
    - cover will recommence only if the Insurer accepts my application upon underwriting assessment; and
    - where cover recommences, it recommences from the date of Insurer's acceptance and will not be backdated to the date cover was last cancelled. This means, I will not have insurance cover for the period from the date cover was last cancelled until the date my application for cover is accepted by the Insurer.
  - if this form is accepted by the Insurer, my cover will be reinstated from the date cover was last cancelled, and:
    - that all exclusions, loadings and any other restrictions, which applied to my cover immediately before cover cancellation will apply to the reinstated cover; and
    - the premium for the reinstated insurance cover will be deducted from my account in ANZ Staff Super at the end of the month in which my cover is reinstated and each month thereafter.

## Step 3 – Member declaration (cont.)

- I understand reinstatement is subject to certain conditions. I will be advised of the outcome of my application and any further information that may be required.
- I have read the "Protecting members' privacy" statement on this form (see below). I also acknowledge that the Insurer's Privacy Policy details how the Insurer manages personal information and is available free of charge by calling 131551 or may be downloaded from [zurich.com.au/important-information/privacy.html](http://zurich.com.au/important-information/privacy.html).
- I consent to the collection, use, storage and disclosure of my personal information (including health information) as described in the "Protecting members' privacy" statement on this form.
- I understand that if there is not enough in my super account to pay the cost of my insurance, my insurance cover will cease.

Signature

X

Date

/   /

**Please return this form to: ANZ Staff Super  
GPO Box 4303  
Melbourne VIC 3001**

## About the Insurer

Insurance cover is provided by Zurich Australia Limited ABN 92 000 010 195 (the "Insurer") and subject to the terms and conditions of the insurance policy issued to ANZ Staff Superannuation (Australia) Pty Limited ABN 92 006 680 664 AFSL 238268 RSEL L0000543 (the Trustee of ANZ Staff Super) by the Insurer (the "Policy"). You should read the Product Disclosure Statement (PDS) for your membership section for a summary of the terms and conditions of the Policy. You can download the PDS from [www.anzstaffsuper.com](http://www.anzstaffsuper.com) or contact ANZ Staff Super on 1800 000 086 if you would like a copy of the Policy.

Your application will be assessed by the Insurer and ANZ Staff Super will advise you of the outcome in writing. The Insurer requires the information from this form to determine your application for cover or additional cover. The Insurer's Privacy Policy details how the Insurer manages personal information. It is available free of charge by calling Zurich on 131551 or may be downloaded from [zurich.com.au/important-information/privacy.html](http://zurich.com.au/important-information/privacy.html).

## The duty to take reasonable care

**When applying for insurance, there is a legal duty to take reasonable care not to make a misrepresentation to the insurer. To meet this duty, you must also take reasonable care not to make such a misrepresentation.**

A misrepresentation is a false answer, an answer that is only partially true, or an answer which does not fairly reflect the truth. This duty also applies when extending or making changes to existing insurance, and reinstating insurance.

### **If you do not meet your duty**

Not meeting your legal duty can have serious impacts on your insurance. Your cover could be avoided (treated as if it never existed), or its terms may be changed. This may also result in a claim being declined or a benefit being reduced.

Please note that there may be circumstances where we later investigate whether the information given to us was true. For example, we may do this when a claim is made.

### **About this application**

When you apply for life insurance, we conduct a process called underwriting. It's how we decide whether we can provide cover, and if so on what terms and at what cost.

We will ask questions we need to know the answers to. These will be about personal circumstances, such as your health and medical history, occupation, income, lifestyle, pastimes, and current and past insurance. The information given to us in response to our questions is vital to our decision.

When you apply for insurance benefits through a superannuation fund or ask to extend or make changes to existing insurance benefits, the fund trustee may pass on to us personal information you provide to them. You also therefore need to take reasonable care not to make a misrepresentation when providing this information to the fund trustee.

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## The duty to take reasonable care (cont.)

### Guidance for answering our questions

You are responsible for the information you provide to us. When answering our questions, you should:

- think carefully about each question before answering. If you are unsure of the meaning of any question, please ask us before you respond
- answer every question
- answer truthfully, accurately and completely. If you are unsure about whether you should include information, please include it. Please don't assume we will ask others such as your doctor.
- review your application carefully. If someone else helped prepare your application (for example, your adviser), please check every answer (and if necessary, make any corrections).

### Changes before your cover starts

Before your cover starts, please tell us about any changes that mean you would now answer our questions differently. It could save time if you let us know about any changes as and when they happen. This is because any changes might require further assessment or investigation.

### Notifying the insurer

If, after the cover starts, you think you may not have met your duty, please tell us immediately and we'll let you know whether it has any impact on the cover.

### Telephone contact

After you submit your application, we may contact you by phone to collect any information missing from your application. The information you provide will be recorded and used in the assessment of your application for insurance cover. The need for you to take reasonable care not to make a misrepresentation to the insurer before the contract of insurance is entered into also applies during any phone contact with us.

### If you need help

It's important that you understand this information and the questions we ask. Ask us for help if you have difficulty answering our questions or understanding the application process.

If you're having difficulty due to a disability, understanding English or for any other reason, we're here to help and can provide additional support for anyone who might need it. You can have a support person you trust with you.

### What can we do if the duty is not met?

If you do not take reasonable care not to make a misrepresentation, there are different remedies that may be available to us. These are set out in the Insurance Contracts Act 1984 (Cth). They are intended to put us in the position we would have been in if the duty had been met.

For example, we may do one of the following:

- avoid the cover (treat it as if it never existed)
- vary the amount of the cover
- vary the terms of the cover.

Whether we can exercise one of these remedies depends on a number of factors, including all of the following:

- whether you took reasonable care not to make a misrepresentation. This depends on all of the relevant circumstances. This includes how clear and specific our questions were and how clear the information we provided on the duty was
- what we would have done if the duty had been met – for example, whether we would have offered cover, and if so, on what terms
- whether the misrepresentation was fraudulent
- in some cases, how long it has been since the cover started.

Before we exercise any of these remedies, we will explain our reasons, how to respond and provide further information, and what you can do if you disagree.

## Protecting members' privacy

The Trustee, ANZ Staff Superannuation (Australia) Pty Limited, seeks to take all reasonable steps to protect members' privacy and the confidentiality of members' personal information.

The Scheme Administrator, Mercer, collects (on behalf of the Trustee) personal information directly from members and their employers. Sometimes information about you may be collected from other third parties such as a previous superannuation fund, your financial adviser or publicly available sources. We collect, use and disclose personal information about you to provide and manage your account in the Scheme and give you information about your super, or as required by super and tax laws.

If you do not provide the personal information requested or it is incomplete or inaccurate, we may not be able to manage your account properly and processing of transactions to, from or in relation to your account may be delayed.

Members' personal information is kept confidential, but may be disclosed by the Trustee or Scheme Administrator to third parties, such as the Scheme's actuary, Insurer, medical consultants, underwriter, legal adviser and auditor and other external service providers who are contracted to assist with administering members' benefits. It may also be disclosed where expressly authorised or required by law, for example to government agencies such as the Australian Taxation Office and Australian Financial Complaints Authority. Members' personal information may also be disclosed to the Group Superannuation Department of ANZ for the purposes of administering members' benefits or resolving members' inquiries or complaints.

Members' personal information may be disclosed to related entities of the Scheme Administrator located overseas (in particular, its wholly owned Global Operations Shared Services function in India) as part of the day-to-day provision of administration services.

The Trustee's Privacy Policy Statement contains more detail about how we deal with your personal information and information about how you can access and seek correction of information we hold about you. It also includes information about how you can lodge a complaint about how we've dealt with your personal information and how that complaint will be handled.

If you have any queries in relation to privacy issues, please contact:

ANZ Staff Super  
GPO Box 4303  
Melbourne VIC 3001  
Telephone: 1800 000 086  
Facsimile: 03 9245 5827  
Email: [anzstaffsuper@superfacts.com](mailto:anzstaffsuper@superfacts.com)

The Trustee's Privacy Policy Statement is available on the Scheme's website [www.anzstaffsuper.com](http://www.anzstaffsuper.com) or from ANZ Staff Super by calling **1800 000 086**. You can also access the Scheme Administrator's privacy policy on the Scheme's website.

The Insurer's Privacy Policy details how the Insurer manages personal information. It is available free of charge by Zurich on 131551 or may be downloaded from [zurich.com.au/important-information/privacy.html](http://zurich.com.au/important-information/privacy.html).